

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MIGHTY DREAMS LLC,

Plaintiff,

v.

SHENZHEN BEIANEN AUTOMOTIVE  
SUPPLIES CO LTD et al.,

Defendants.

CASE NO. C24-00793-KKE

ORDER ON MOTION FOR ALTERNATE  
SERVICE VIA EMAIL

This matter comes before the Court on Mighty Dreams LLC’s (“Mighty Dreams”) motion for alternative service pursuant to Federal Rule of Civil Procedure 4(f)(3). Dkt. No. 5. Because Mighty Dreams does not show service to the email address it identifies comports with due process, the motion is denied without prejudice.

**I. BACKGROUND**

Mighty Dreams is “an online retailer of cutlery sharpening tools” (Dkt. No. 1 ¶ 13). Mighty Dreams advertises and sells its products primarily through its website and the Amazon.com marketplace. Dkt. No. 1 ¶ 14. Defendants Shenzhen Beianen Automotive Supplies Co., Ltd. (“FEIAN”) and Shenzhen Changfuwei Furniture Co, Ltd. (“Keepoon”) are China-based sellers on the Amazon marketplace. Defendants sell sharpening stones with “Intelitopia” in the item title that are virtually identical to each other, and similar to the stones sold by Mighty Dreams. *Id.* ¶¶ 17, 18. Mighty Dreams alleges FEIAN and Keepoon are under joint control, and that

1 Defendants have used the multiple accounts to unlawfully manipulate the Amazon.com  
2 marketplace. *Id.* ¶¶ 19–40. By conducting test buys, Mighty Dreams discovered products from  
3 both selling accounts contained identical pamphlets that disclose the same customer support email:  
4 support@inteli-topia.com. Dkt. No. 5 at 7.

5 Mighty Dreams filed suit against Defendants on June 5, 2024, bringing claims for false  
6 advertising under the Lanham Act (Dkt. No. 1 ¶¶ 41–50), false advertising under the Washington  
7 Consumer Protection Act (*id.* ¶¶ 51–63), and common law unfair competition (*id.* ¶¶ 64–75).

8 Using the Google search engine, Plaintiffs have not been able to confirm that the addresses  
9 listed on Defendants’ Amazon.com seller accounts are real and valid. Dkt. No. 5 at 9–10. Mighty  
10 Dreams attempted to contact support@inteli-topia.com, but received notification that delivery to  
11 the email address failed. *Id.* at 10. Mighty Dreams does not allege that it attempted to identify or  
12 contact Defendants at the email addresses associated with their Amazon.com Selling Accounts, or  
13 that it has contacted Amazon or otherwise attempted to locate additional contact information  
14 associated with the Selling Accounts.

15 Instead, Plaintiffs identified a United States trademark registration for the brand INTELI-  
16 TOPIA. *Id.* The listed owner for this trademark is Jiang Lei, a Chinese national with a listed  
17 address of 4D, Block C, Bldg. 18, Jindi Meilongzhen Garden, Longhua, New Dist., Shenzhen,  
18 China 518000, and an email address of jiteteam@outlook.com. *Id.* This same individual is  
19 associated with numerous other trademarks registered with the United States Patent and Trademark  
20 Office, some with different addresses in China listed. *See id.* at 11–13.

Mighty Dreams now requests the Court issue an order allowing it to serve the summons and complaint on Defendants to the jiteteam@outlook.com email address.<sup>1</sup> Dkt. No. 5 at 16.

## II. ANALYSIS

The Court has federal question subject matter jurisdiction because Mighty Dreams brings claims under a federal statute, 15 U.S.C. section 1121. 28 U.S.C. § 1331. The Court has supplemental jurisdiction over Mighty Dreams' claims that arise under Washington state law because they are "so related" to the federal claims that "they form part of the same cause or controversy." 28 U.S.C. § 1367(a).

### A. Legal Standard

Federal Rule of Civil Procedure 4(h)(2) governs service of process on foreign corporations. The rule provides that foreign corporations may be served "in any manner prescribed by Rule 4(f) for serving an individual." Fed. R. Civ. P. 4(h)(2). Rule 4(f) has three subparts, providing three separate means to complete international service; one is not preferred over another. *See Rio Props., Inc. v. Rio Int'l Interlink*, 284 F.3d 1007, 1015 (9th Cir. 2002) ("[S]ervice of process under Rule 4(f)(3) is neither a last resort nor extraordinary relief.") (cleaned up). Rule 4(f) also does not require attempted service by other methods before court-ordered service under this rule. *Id.* at 1015–16.

Mighty Dreams seeks to serve Defendants under Rule 4(f)(3) which allows service "by other means not prohibited by international agreement, as the court orders." Fed. R. Civ. P. 4(f)(3). Courts in the Ninth Circuit require service under Rule 4(f)(3) to meet three requirements: (1) it "must not be prohibited by international agreement"; (2) it "must comport with constitutional

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<sup>1</sup> At the outset of its motion, Mighty Dreams asks the Court to "grant it leave to serve the summons and complaint through international registered mail to Defendants and through email to the email address identified by Plaintiff as common to both Defendants." Dkt. No. 5 at 2. However, the arguments and authority provided throughout the rest of the motion, as well as the "Requested Relief," only ask the Court to order email service to jiteteam@outlook.com. *See id.* at 16. Accordingly, the Court addresses the propriety of email service only.

1 notions of due process”; and (3) “the facts and circumstances of the present case necessitate[] the  
 2 district court’s intervention.” *Rio Props.*, 284 F.3d at 1015–16. It is within “the discretion of the  
 3 district court to balance the limitations of email service against its benefits in any particular case.”  
 4 *Id.* at 1018; *Microsoft Corp. v. Buy More, Inc.*, 703 F. App’x 476, 480 (9th Cir. 2017).

## 5 **B. Discussion**

6 While the Court agrees that email service is not prohibited by international agreement, and  
 7 that the facts of the present case necessitate the court’s intervention, the Court is not convinced  
 8 Mighty Dreams has demonstrated service to the jiteteam@outlook.com email address comports  
 9 with due process.

10 To “comport with constitutional notions of due process,” service must be “reasonably  
 11 calculated, under all the circumstances, to apprise interested parties of the pendency of the action  
 12 and afford them an opportunity to present their objections.” *Rio Props.*, 284 F.3d at 1016 (quoting  
 13 *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950)). Mighty Dreams is correct  
 14 that email service is appropriate and comports with due process “when the plaintiff demonstrates  
 15 that the email addresses at issue are valid and are successfully receiving messages.” *Amazon.com,*  
 16 *Inc. v. KexleWaterFilters*, No. C22-1120-JLR, 2023 WL 2017002, at \*4–5 (W.D. Wash. 2023)  
 17 (denying motion for alternative service to emails associated with defendants’ Amazon Selling  
 18 Accounts because plaintiffs did not demonstrate those emails were still valid); *see also Padded*  
 19 *Spaces, LLC v. Weiss*, No. C21-0751-JLR, 2022 WL 1423701, at \*2 (W.D. Wash. May 5, 2022)  
 20 (granting alternative service by email where the plaintiff’s attorney successfully sent a message  
 21 about the lawsuit and a copy of the complaint to the email address associated with the defendant’s  
 22 Amazon.com Seller Account and storefront). However, in both *KexleWaterFilters* and *Padded*  
 23 *Spaces*, the plaintiffs sought approval for service to email addresses directly associated with  
 24 Amazon.com Selling Accounts. In *KexleWaterFilters*, the plaintiff, Amazon.com, sought to utilize

1 email addresses defendants provided to it when they set up their Selling Accounts. 2023 WL  
2 2017002, at \*1–2. In *Padded Spaces*, the court approved service via an email address associated  
3 with the Selling Account that Amazon provided to the plaintiffs, and also via the Amazon.com  
4 storefront messaging system. 2022 WL 1423701 at \*2–3.

5 Here, Mighty Dreams asks the Court to order service on an email address with a more  
6 attenuated connection to Defendants—one associated with a trademark that is similar to a brand  
7 name listed in product titles on Defendants’ Amazon.com Storefronts, and similar to the text of a  
8 customer service email shipped along with Defendants’ products. Though Mighty Dreams asserts  
9 it has identified “Defendants’ trademark registration,” it does not explain how it knows the  
10 trademark registration belongs to Defendants, aside from the trademark appearing in Defendants’  
11 Amazon.com Storefronts and customer support email address. *See* Dkt. No. 5 at 13. And, although  
12 Mighty Dreams asserts “Defendants have registered the INTELI-TOPIA trademark with Amazon  
13 and have obtained their own branded page” (Dkt. No. 5 at 16), none of the exhibits attached to the  
14 motion show that INTELI-TOPIA is a trademark registered with Amazon. Mighty Dreams  
15 provides screen shots of Defendants’ storefronts that show “intelitopia” is included in the product  
16 title on Defendants’ Amazon Storefronts. Dkt. No. 5 at 3–4. Mighty Dreams also provides  
17 screenshots that appear to be from the Amazon.com website providing general information on the  
18 trademark registration process. Dkt. No. 5-8. However, these two exhibits do not, separately or  
19 together, show that “INTELI-TOPIA” is enrolled in the Amazon Brand Registry.

20 Accordingly, on this record, the link between the brand name on the Amazon.com  
21 storefronts and the INTELI-TOPIA trademark filings is too attenuated to assure the Court that  
22 service to that email address will apprise Defendants of this action. Mighty Dreams does not cite  
23 authority that allows the Court to make this leap, and does not provide factual information showing  
24 the similarity of names is more than coincidence. Were Mighty Dreams to show the email address

1 is associated in some way with Defendants' Selling Accounts, or that the email address was at  
 2 some point provided to Amazon when Defendants set up their Selling Accounts, and that the email  
 3 address is currently active,<sup>2</sup> then the Court would be more inclined to find service to the address  
 4 comports with due process.

5 Because Mighty Dreams does not demonstrate that service to the jiteteam@outlook.com  
 6 comports with due process, alternative service is not proper at this time. *Rio Props.*, 284 F.3d at  
 7 1015–16. If Mighty Dreams is able to address the deficiencies identified in this Order, Mighty  
 8 Dreams may refile this motion.

### 9 III. CONCLUSION

10 For the foregoing reasons, the motion for alternative service is DENIED without prejudice.  
 11 Dkt. No. 5.

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 13 Dated this 16th day of September, 2024.

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15 \_\_\_\_\_  
 16 Kymberly K. Evanson  
 17 United States District Judge

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 21 \_\_\_\_\_  
 22 <sup>2</sup> Mighty Dreams asserts the jiteteam@outlook.com email address is valid and successfully receiving messages  
 23 because it is “the primary email address associated with seven INTELI-TOPIA trademark registrations filed with the  
 24 United States Patent and Trademark Office[.]” Dkt. No. 5 at 15. Mighty Dreams does not assert that it has sent any  
 test emails to the address, or that the trademark registrations indicate it was active as of a certain recent date. Should  
 Mighty Dreams re-file this motion, it will need to demonstrate the email address is currently active. *See*  
*KexleWaterFilters*, 2023 WL 2017002, at \*4.